

Steven J. Cohen (SC-1289)
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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|----------------------------------|---|---------------------------------|
| -----X | | |
| ARGO TURBOSERVE CORPORATION, | : | 07 CV 8410 (RMB) |
| | : | |
| Plaintiff, | : | DECLARATION OF |
| | : | STEVEN J. COHEN IN |
| | : | OPPOSITION TO |
| -against- | : | DEFENDANTS' |
| | : | <u>MOTION TO DISMISS</u> |
| DEAN ANGELLE AND DENISE ANGELLE, | : | |
| | : | |
| Defendants. | : | |
| -----X | | |

STEVEN J. COHEN, an attorney duly admitted to practice law in the State of New York, makes the following declaration, pursuant to 28 U.S.C. §1746, under penalty of perjury:

1. I am a member of Wachtel & Masys, LLP, attorneys for plaintiff Argo Turboserve Corporation ("ATC"). I am fully conversant with the facts and circumstances set forth herein. This declaration is submitted in opposition to defendants' motion to dismiss.

2. The following documents are attached hereto and made a part of this opposition.

| <u>Exhibit</u> | <u>Document</u> |
|-----------------------|---|
| A | Stock Purchase Agreement (the "SPA") between ATC, Dean Angelle, Denise Angelle and D&D Pipe & Rentals Inc ("D&D"), dated February 1, 2006 and the "Disclosure Schedule", Exhibit "D" thereto. |
| B | Promissory Note (the "Note") in the principal amount of \$5 million, dated February 1, 2006, made by D&D to the order of Dean Angelle and Denise Angelle (collectively, the "Defendants"). |

- C Executive Employment Agreement (the “Employment Agreement”) between Dean Angelle and D&D dated March 3, 2006.
- D Guaranty dated February 1, 2006 (the “Guaranty”) by ATC in favor of the Defendants.
- E Subordination Agreement dated March 3, 2006 (the “Subordination Agreement”) between the Defendants and Wells Fargo Bank.
- F Letter from Steven J. Cohen, attorney for ATC, to Carl D. Rosenblum, attorney for the Defendants, dated October 23, 2007.

3. I have reviewed with my client Exhibit “7” (May 11, 2007 letter from Defendants’ attorney addressed to ATC and Wells Fargo), attached to Defendants’ memorandum in support of their motion to dismiss. Neither Mr. Clyde Keaton, the addressee at ATC, nor any other person at ATC ever received or saw this letter before.

4. As referenced in page 2, footnote 1 of Defendants’ Memorandum, Defendants’ related entity, as landlord, filed suit against D&D after the Complaint in this action was filed, in Louisiana state court alleging breach of the real property lease between them. D&D denies any such breach and is vigorously defending that action.

5. As pointed out by the Angelle-landlord entity in that proceeding, D&D did in fact liquidate its operations in November 2007.

I declare under penalty of perjury that the foregoing is true and accurate.

Executed on December 22, 2007.

/s/
Steven J. Cohen (SC-1289)